

**Teacher Employment  
Agreement With  
USD No. 214 Board of  
Education 2023–2024**

**September 1, 2023**

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**With**  
**USD No. 214 Board of Education**  
**2023-2024**

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**Teacher Employment Agreement  
with  
USD No. 214 Board of Education  
2023-2024**

The Board of Education of USD No. 214 and the negotiation team of the Grant County Teachers' Association have reached an agreement on items for the 2023-2024 school year.

The policy set forth herein shall be included by reference in the contracts of all teachers employed by USD No. 214. This agreement shall be made a part of the teacher's individual comprehensive contract with the same force and effect as though fully set herein.

It is therefore agreed:

**ARTICLE 1. General Provisions**

A. Definitions

1. ADMINISTRATION: All persons employed by the Board in positions requiring an administrative certificate by regulation of the State Department of Education as stated in the current Certificate Handbook.
2. ASSOCIATION: Grant County Teachers Association, affiliated with Kansas National Education Association and the National Education Association.
3. BOARD: The Board of Education of Unified School District No. 214, Grant County, Kansas.
4. DAYS: Except when otherwise indicated, days shall mean working days.
5. DISTRICT: Unified School District (U.S.D.) No 214.
6. EMPLOYEE: Member of the bargaining unit.
7. KNEA: Kansas National Education Association.
8. NEA: National Education Association.
9. SENIORITY: The period of professional service in the district.
10. SUPERINTENDENT: Superintendent of Schools of Unified School District No. 214, Grant County, Kansas.

B. Duration of Agreement

This agreement shall become effective **September 1, 2023**, provided it is ratified by the Board and the members of the negotiating unit in accordance with the provisions of the Professional Negotiation Act, K.S.A. 72-5413, et. seq. All ARTICLES of this Agreement shall continue in full force and thereafter for successive contracted periods, unless written notice to amend is given by either party to the other not later than February 1, immediately preceding the expiration date pursuant to K.S.A. 72-5423.

C. Savings Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect. Furthermore, the Board and Association shall enter immediately into negotiation to replace any provision found to be contrary to law.

D. Reproduction of Agreement

The Board of Education agrees to place a copy of the Teacher Employment Agreement on the USD 214 website within thirty days of the ratification of the agreement by GCTA and approval by the Board of Education. Teachers new to the district will receive a paper copy of the Teacher Employment Agreement.

## **ARTICLE 2. Individual Contract Form \*See Attachment C**

### **ARTICLE 3. Salary Schedule and Salary Schedule Movement**

1. Certified personnel shall be placed on the salary schedule in the following manner.
  - a. Certified years of experience in an accredited K-12 school may be counted for placement on the Salary Schedule. The Superintendent may make adjustments for unique circumstances.
  - b. Only hours listed on the official transcript of a four-year college or university and in the teacher's field or a related field will be counted on Salary Schedule Placement. Courses outside the teacher's field(s) will be counted only with prior approval of the Superintendent. Transcripts must be on file in the office of the Superintendent before September 15.
  - c. A teacher may advance only one experience step per year, after initial placement upon the Salary Schedule.
2. Teachers may use inservice credits to move across the salary schedule under the following conditions:
  - a. Knowledge points may be used for movement on the salary schedule after a teacher has taken a learning activity to the Application and/or Impact level. Application and Impact points may be awarded once per learning activity.
  - b. The inservice credits earned for this purpose must be approved following the procedures established by the District's PDC committee.
  - c. Inservice credits can be used for the salary schedule Twenty (20) points of inservice equal one (1) hour of college credit.
3. Placement in columns of Master's Degree and above shall require the additional hours to be graduate credit courses with exceptions to be determined by the Board of Education upon recommendation by the Superintendent.
4. On all columns, the plus hours must be earned following a Kansas teaching degree or certification status.
5. Any teacher absents from their teaching duties for days not covered by Board of Education approved leave will be charged for those days missed at a rate of 1/190 of their contract salary per day absent.
6. Certified teachers/counselors contracted for services in excess of the nine-month (190 days) contract shall receive compensation at the supplemental instruction rate.
7. Partial years taught in USD 214 under the contract of a full semester or more will be recognized on the Salary Schedule as one full year, but only full years of previous experience shall apply to the Fringe Benefit formula.
8. Certified staff who is frozen at the last step of any column and who obtain the necessary hours to move to the next column will move laterally and vertically to the next higher column. Transcripts must be on file in the district office before September 15.

\*See Attachment B – Salary Schedule

#### **ARTICLE 4. Cafeteria Plan Options**

Each qualified district employee may reduce his/her total salary (regular) by an amount up to \$20,000 for the purpose of participating in the benefit options listed below, in accordance with the guidelines which apply to IRC Section 125 "Cafeteria" plans.

- A. Health Insurance
- B. Dental Insurance
- C. Term Life Insurance
- D. All total salary not used for benefit options will be treated as regular salary
- E. Salary Protection Insurance
- F. Cancer Insurance
- G. Dependent Care
- H. Non-reimbursable Medical

The carrier(s) and benefits associated with each of the cafeteria options shall be selected by the USD 214 Board of Education with input from each of the district's employee groups.

#### **ARTICLE 5. Grievance Procedure**

##### Purpose

To resolve alleged grievances of certified personnel at the lowest possible administrative level.

##### Definitions

Grievance shall mean an alleged violation of the terms and conditions of an employment contract of certified personnel.

Grievant shall mean any person or group of persons employed with USD 214 that are certificated with the Kansas State Department of Education.

##### Procedures in General.

The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this statement may be extended or reduced by mutual consent of the grievant and the person or persons by whom the grievance is being considered.

It is the responsibility of the grievant to utilize the procedure for adjusting grievances as soon as the grievant is aware of a grievance. A grievance shall be waived unless level one proceedings are initiated within (10) school days after the act or condition on which the grievance is based/occurred.

Level 1. A grievant shall first take up the grievance procedure with an immediate superior in a private, informal conference(s). Every effort shall be made to adjust the grievance in an informal manner. If the grievant is dissatisfied with the outcome of the initial private conference(s), the aggrieved person may request a formal conference with their immediate supervisor. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate that will lead to a solution.

Grievances will not be valid for consideration unless the grievance is submitted in writing within five school days of the date of the informal conference(s) with an immediate superior. The formal conference shall occur within ten days of the last informal conference. Failure to file any grievance within such period shall be deemed a waiver thereof.

Level 2. In the event that the aggrieved person is not satisfied with the decision of his/her grievance at Level 1, or in the event that no decision is reached within ten school days after the presentation of the grievance, the aggrieved person may appeal the matter in writing to the Superintendent of Schools.

If the grievant appeals the grievance to the Superintendent, the Superintendent or the Superintendent's designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten days after the appeal has been received by the Superintendent.

If the grievant does not appeal the grievance to the Superintendent within thirty school days after the formal conference at Level 1, the appeal of the grievance shall automatically be waived.

Level 3. If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within ten school days after the date the grievance was filed with the Superintendent or the Superintendent's designated representative under Level 2, then the grievant may appeal the grievance to the Board of Education by submitting a written request to the Clerk of the Board within ten days after the Superintendent or the Superintendent's designated representative has rendered a decision or after the expiration of said twenty days.

The Board shall, within twenty school days after receipt of the written request, meet and confer with the grievant and render a decision that shall be considered the final disposition of the grievance under this procedure.

#### Supplemental Conditions

All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify at any level except Level 1 with full assurance that no reprisal by either party will follow by reason of such participation.

Upon the final determination of the grievance, the documents, communications, and records, excepting a record of the grievance and the final adjustment thereof, and excepting records by law to be kept and maintained, shall be destroyed.

At each step of the procedure for adjusting grievances, after the initial private conference(s) with an immediate superior, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or be represented by legal counsel, which shall not preclude legal involvement for administrators or the Board of Education.

All grievance hearings shall be confidential with the exception of the 3rd level which may be made public.

Discussion of grievances may be held during the school day at the grievant's school, but not during class time for the grievant.

All hearings shall be conducted at the time other than when school is in session.

Excluded from the grievance procedures shall be matters for which the law mandates another method of review.

Only the employee affected may file a grievance or an appeal from levels one and two.

The filing of a grievance at all levels shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievant should, to the extent possible, describe the alleged event or action giving rise to the grievance including the time, date, and place of the event or act and the names and addresses of any witnesses thereto.

**ARTICLE 6. Performance Based Advancement**  
MS+32 COLUMN

A teacher, counselor, or librarian on the MS+32 Column, Step 23 may move over to the Bonus Column (#11) on the Salary Schedule if the following criteria are met:

1. The individual teacher has a total of 40 hours beyond the Master's Degree.
2. The individual teacher has seven (7) year's teaching experience within the District.
3. The individual teacher has obtained received a developing, or better, rating in all criteria on their last evaluation and his/her principal's recommendation.
4. The individual teacher will conduct either a parent or student survey during the contract year and share the results with his/her building principal.
5. The individual teacher will schedule a classroom observation with the principal during the contract year. A discussion over the observation will occur following the visit. This will be documented on the Bonus Movement Application.

If the above criteria are met and the individual teacher chooses, the teacher will be placed in the Bonus Column (#11), step 23. The teacher may proceed down the Bonus Column on a yearly step basis as long as the teacher completes 3, 4, and 5 above. If not, the teacher shall be frozen at his/her step and column from the previous year until such time as the teacher decides to participate again.

A determination for Performance Based Advancement shall be made by April 10, each year. All documentation must be available before that date. Eligible persons who meet the necessary criteria will receive a lump sum payment on their April payroll.

**ARTICLE 7. Supplemental Salary Schedule and Positions**

\*See Attachment B – Supplemental Salary Schedule

A new coach to the district shall be awarded coaching experience at the discretion of the superintendent. Experience will be awarded, sport to sport (1:1) except for:

- MS Asst to MS Head (2:1)
- MS Head to HS Head (2:1)
- HS Asst. to HS Head (2:1)

A coach moving from a middle school assistant position to a high school head position will be placed on the supplemental salary schedule and awarded years of experience at the discretion of the superintendent. The maximum total years of experience for head coaching positions will be 15 years and the maximum years of assistant coaching experience will be ten years.

**Article 8: Supplemental Education Instruction & Teacher as a Substitute Teacher**

- A. Educational-instructional programs conducted outside the standard school operation time and term shall be reimbursable at the following rate per hour:
  1. Educational instruction - \$35.00 for the current school year.
  2. One hour of preparation time shall be paid at the same indicated rate for every five hours of actual instruction time.



## B. Teacher as a Substitute Teacher

1. A teacher will not be taken from his/her regular teaching assignment to substitute for another teacher unless mutually agreed to by the building administrator/designee and the substituting teacher.
2. A teacher who the administrator assigns to substitute during a planning period will be paid at the rate of \$35 per hour. If, because of the unavailability of substitutes, it is necessary to combine two classes under one teacher, that teacher will be compensated at \$21 per hour.
3. Notification by the principal to the teacher who will be substituting in either instance will be made before the day of the assignment if circumstances allow.
4. Teachers' absences will be treated as per the terms of Articles 15, 16, and 17 Leave Policies.
5. With the principal's approval, a teacher may agree to cover classes for another teacher when asked by the said teacher, in which case no compensation will be required, nor will leave time or a dock in pay be assessed.
6. Payment for the above will be made on the regular monthly check. A substitute timesheet will be submitted each month for each teacher who has substituted during the month and/or classes were combined between two or more teachers.

## **ARTICLE 9. Tuition Reimbursement**

The Board's Tuition Reimbursement program will work in conjunction with the Kansas Teacher Service Scholarship program to financially assist staff in presuming advanced college courses. Teachers who wish to submit for district college credit reimbursement must first apply for dollars through the Kansas Teacher Service Scholarship program. If the teacher is not accepted into the program (after fully completing the application), the program runs out of funds, or if the program is discontinued, the teacher will move directly to district funds for reimbursement. Total dollars received through the District Tuition Reimbursement program and the Kansas Teacher Service Scholarship program will be combined for up to eight (8) credit hours at a maximum of \$375.00/hour and to a maximum of \$3,000.00 per teacher per year for hours taken between September 1 - August 31 of the current year. The total group maximum for this provision is \$46,000 per year. (Attachment D)

The Board will reimburse teachers' actual tuition costs for The group maximum of \$46,000 will be distributed equally over three sessions as follows:

Session 1: September-December with a submission deadline of the last Friday in January; \$15,333

Session 2: January-May with a submission deadline of the last Friday in June; \$15,333

Session 3: June-August with a submission deadline of the last Friday in August; \$15,333

When a resignation is received, no further tuition reimbursements will be paid.

The goal of the District's Tuition Reimbursement program is to encourage staff to continue to learn and grow in their profession and ultimately improve student learning here at USD 214. Teachers who receive District Tuition Reimbursement dollars are expected to stay with the district. Teachers who leave the district will need to reimburse the district for money received through the district program with a reduced reimbursement of \$2,000.00 per year. The year of service will start the year following the payment of funds to the teacher. Should

the district terminate the teacher, no repayment by the teacher shall be required.

1. *1 Year of service = \$2000 worth of credit toward reimbursement costs. The teacher only owes the district years of service for district reimbursement monies for college tuition.*

The money available for reimbursements will be divided proportionally to \$375 per credit hour. Any remaining money not disbursed after each session can be distributed proportionally per credit hour in September of the corresponding year to anyone who did not get fully reimbursed. Anyone who misses the stated deadlines to turn in reimbursement information can submit late paperwork with the understanding that the reimbursement may be denied if it no longer money is available.

#### **ARTICLE 10. English as a Second Language (ESL) Endorsement**

A certified staff member not presently having an ESL endorsement that receives an ESL endorsement on their teaching certificate within two years or less will be paid a one-time incentive of \$1,500; provided they are under contract the following year, if so, they will be paid on the first paycheck of the following year. Staff members with the ESL endorsement on their certificate will receive a yearly stipend of \$500 each December. New hires must obtain ESL certification within three years of their employment. The Board may waive the new hire requirement for extenuating circumstances.

#### **ARTICLE 11. Method of Payment, Monthly and Lump-Sum—KSA 4940**

Teachers to whom the continuing contract law applies are eligible to draw the balance of contractual salary upon the completion of their contract agreement. Such request shall be submitted in writing to the Clerk of the Board no later than April 1st of the school year in and for which the balance payment is first authorized. The written authorization shall remain in effect until revoked in writing by the person filing the authorization. Teachers will receive the balance of their contractual salary (lump sum) on June 1<sup>st</sup>, provided the State of Kansas has made funding available.

Teachers will be paid on the 21<sup>st</sup> of the month or the last working day prior to the 21<sup>st</sup>. The following is a list of anticipated paydays for the 2023-2024 contract year: September 21, 2023; October 19, 2023; November 21, 2023; December, 20, 2023; January 19, 2024; February 21, 2024; March 21, 2024; April 19, 2024; May 21, 2024; June 21, 2024; July 21, 2024; August 21, 2024. The Board reserves the right to alter the date if drastic unforeseen circumstances would occur.

## **ARTICLE 12. Payroll Deductions**

Written authorization for payroll deduction in accordance with KSA 72-8414 may be submitted by employees. Withholding of professional dues from contract salary shall be requested in writing on an annual basis at the beginning of each school term.

## **ARTICLE 13. Early Retirement**

**Primary Objective:** The primary objective of the Early Retirement Program is to maintain the best possible employee service to the school district.

**Secondary Objectives:** The secondary objectives of the Early Retirement Program are to reward employees for their years of service to the district, to enhance the benefits of employment, and to facilitate the necessary and/or desirable early retirement of employees.

Any eligible employee may elect to take early retirement under the terms and conditions set forth in this plan. Early retirement is entirely voluntary and at the discretion of the eligible employee.

Employees of Ulysses USD 214, who may find it necessary or desirable to resign or retire from employment with the district prior to the legal Social Security retirement age with full benefits may elect to resign or retire with benefits in accordance with the terms and conditions hereinafter specified.

EARLY RETIREMENT incentives are defined for purposes of this provision as those benefits to which an employee is entitled and which are paid annually to the said employee following the last year of employment until the end of the school year\* (August 1 – July 31) in which the employee attains the legal Social Security retirement age with full benefits. The employee shall be entitled to no more than three (3) years of benefits. This retirement benefit shall terminate in the event of death and no payments shall be made to a beneficiary.

An employee who takes early retirement shall have the responsibility to keep the school district informed of his/her current mailing address and telephone number.

The school district shall not make early retirement incentive payments to any employee who has not already begun receiving retirement benefits from KPERS. KSA-72-5395

Any part of the Early Retirement Program or any action pursuant thereto which is contrary to law shall be null and void, but the remainder of the program shall remain in full force and effect.

**ELIGIBILITY:** 1) is currently a full-time employee; 2) a vested member of the Kansas Public Employee's Retirement System (KPERS) retirement benefits on or before July 31 of the last active year of employment for the District and 3) have twenty (20) or more years of employment service with USD 214, and has reached age 58.

The number of participants in the early retirement program will be five (5). The maximum amount of payment will be \$8,000 each year for three years. The early retirement program will be funded as part of the teacher salary package.

If priority ranking shall ever be needed, the following shall be used:

- A. The number of years of service in USD 214
  - B. The age of the individual
- Priority of applicants shall be the greatest total of A + B
- C. In the event of a tie, the person eligible shall be the person with the earlier birthday in the calendar year.

If the maximum number is reached in a given year, for what remains of the three-year period, the retiree can enter the pool at the first opportunity that the maximum number drops below four. [++Once an eligible person has been approved for retirement, but was not able to enter the pool because the maximum number had been reached, that person's right to enter the pool at the first opportunity shall have priority over another applicant for retirement

trying to enter the pool at a later date.] In any situation resulting in a tie, the tie-breaking procedure above will be used.

**APPLICATION:** An employee may apply for incentives by giving written notice to the Superintendent. Retirement must be approved prior to, or concurrent with, the Early Retirement request. An applicant for Retirement and Early Retirement pay must apply between August 1 and March 31 of the school year preceding the school year in which benefits are to be paid.

Written notice shall be submitted to the Superintendent, to include the following information:

- (1) A statement of the employee's desire to receive incentive benefits
- (2) The anticipated last day of active employment and the date of the resignation/retirement notice from the district
- (3) The employee's birth date and age as of the date of the application
- (4) The current mailing address and telephone number of the employee
- (5) The number of years employed by USD 214
- (6) The employee's current salary
- (7) Whether the applicant desires payment of the early retirement benefit to start in January or July
- (8) Whether the employee desires health insurance coverage through the district's health insurance program deduction of annual premiums from the incentive benefit or by the teacher paying the monthly premiums

Following final action by the Board on any application for retirement, the Superintendent shall notify the applicant in writing of the final disposition and the date and amount of incentive benefits to be paid.

**BASIS OF INCENTIVE BENEFIT:**

The incentive benefits hereunder shall be a monthly or yearly payment determined by the following formula:

† Last calendar year's wage subject to KPERS

x 1%

x Total whole years of USD 214 Employment

+The maximum amount of payment will be \$8,000 each year for three years.

The Early Retirement Program will be reviewed annually through the negotiation process; however, for any retiree already in the program, the provisions of the program in effect at the time of retirement shall be guaranteed. Early retirement benefits will be deposited into a 403B account for each participant in the early retirement program.

**ACKNOWLEDGMENT OF FINANCIAL LIABILITY**

The Board and the Association shall agree on the total amount due to previously certified retirees, not including those retiring after the current school year, for the upcoming school year. After all other matters affecting finance have been settled through the negotiation process, the above agreed-upon amount for previously certified retirees shall be deducted from the total amount negotiated for salary and the base salary shall be adjusted accordingly.

**ARTICLE 14. Health Insurance—Medical Coverage**

- A. The Board will provide a group medical plan to all half-time or more certified teachers/administrators. The Board contribution shall be up to TBD (or a single premium, whichever is less) per employee per month for all employees in the plan. Dependent coverage may be made available for those eligible employees desiring to cover their dependents. This contribution may be made under the Section 125 plan, or otherwise made by the employee.
- B. It is agreed that the Board of Education may revise, amend or modify this plan at its option at any time. It is further agreed that the benefits payable, and the funding method (whether fully insured or partially self-funded) will be determined by the Board.
- C. If the benefits payable or premium amount is not sufficient to continue to offer this benefit, the plan will be subject to termination.
- D. Benefits or premiums paid due to this plan will not be considered to be a part of the District's Salary and Wage Schedule.
- E. The Board will welcome advice from the District Benefits Committee concerning the plan. The Committee shall be comprised of an administrator appointed by the Board, a member of GCTA, a teacher who is not a member of GCTA jointly appointed by GCTA and the Board, a member of the non-certified staff appointed by the Board, and a member of the Board. Any recommendations concerning changes must be received at least 35 calendar days prior to the requested change or contract anniversary date.

**ARTICLE 15. Sick Leave**

Certified staff of USD 214 shall receive 10 days of sick leave at the beginning of each contract year. Unused leave can be accumulated from previous years of employment to a maximum of 60 days.

This sick leave shall cover absences for the employee's own illness, illness in the employee's immediate family (defined below), or persons who make their home with the employee. This sick leave may also be used as bereavement leave for members of the employee's immediate family.

This provision is effective with the 2013-2014 school year. Staff will be given credit for each previous full year of employment with USD 214 to determine their beginning accrued sick leave. Staff will be granted 10 days for each full year of employment, up to a total of 60 days.

Unused sick days can be sold back at the completion of a contract year. A minimum of 30 days of sick time must remain available to the staff member for the next contract year. Payment for unused sick time will not be allowed for staff that does not renew their contract for the next school year. If a teacher has accumulated more than 50 sick days at the end of the school year, the teacher will automatically receive the buyback on any days they would lose up to 5 days. All requests are to be made to the Business & Finance Director via email by May 31<sup>st</sup>. Payments for "sold" sick time will be made with the first payroll of the next school year. Employees who retire from the district and do not obtain employment in another school district for the next school year are also eligible for payment under the schedule below for the total amount of accrued sick time they have earned. A maximum number of 5 days of sick leave will be allowed to "sell" back to the district in any given contract year.

5-9 years	\$100/day
10-14 years	\$110/day
15-19 years	\$120/day
20+ years	\$130/day

\*Years of service designated above will be based upon cumulative years of service to USD 214 school district.

Up to **three (3)** sick leave days may be donated to another employee of the district in each contract period. Donated days will be subtracted from the granting employee's total days. Donated days not used cannot be carried forward into another contract year.

Staff will be required to provide proof of medical conditions upon the request of the administration to substantiate absences.

Definition: Immediate family – Spouse, son, daughter, mother, father, grandparents, grandchildren, brother, sister, uncle, aunt, niece, nephew, and in-laws of the previous list where appropriate, stepchild, and stepparent. The Superintendent will make final determination of other questionable requests.

#### **ARTICLE 16. Family and Medical Leave**

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
  - the birth of a child and to care for the newborn child within one year of birth;
  - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - to care for the employee's spouse, child, or parent who has a serious health condition;
  - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
  - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
  - Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

#### **ARTICLE 17. Personal Leave**

Each employee may be allowed three days of leave with full pay per school year, accumulative to a maximum of four days, for personal business/legal reasons and/or non-family bereavement within the guidelines established by the Board of Education. Each employee who used 2 or fewer personal business days shall receive \$100 for each unused day. One unused personal business day shall not be paid and it will carry over to the next contract year. Each employee may be allowed two additional days of personal leave per school year for personal reasons with a deduction in pay equal to the cost of a substitute. Personal leave is allowed providing a substitute teacher can be obtained.

Personal leave shall not be approved for days immediately preceding or immediately following any vacation period except in an emergency and dangerous conditions as approved by the Superintendent, or singular and significant events that cannot be re-scheduled such as a personal, spousal, or child graduation or marriage of a parent, sibling, or child. Such approval shall be considered upon receipt by the Superintendent of a signed explanation of the circumstances with at least 2 weeks notice. Personal leave must pre-arranged with the principal and the Superintendent or it shall be disapproved.

Any teacher absent from work for days not covered by sick leave or personal leave will have pay deducted for those days missed at a rate of 1/190 of his/her contract salary for each day absent from work.

Funeral leave, other than family, shall be on the following basis:

- A. For one day of absence -- one day of personal leave.
- B. For one-half day of absence -- one-half day of personal leave.
- C. For approximately 1 to 1 1/2 hours of absence -- if covered by the rest of the staff, no use of personal leave.

**ARTICLE 18. Jury Duty**

Upon receiving a subpoena or a notice to serve on jury duty, the employee should immediately notify his/her building principal, who will in turn notify the Superintendent.

An employee released to serve on jury duty, or to answer a subpoena for which neither the employee nor his/her immediate family is a litigant, will receive his full salary during the period of such service less an amount equal to any compensation paid him for such service.

**ARTICLE 19. Duty Year**

Duty year is 190 days. The district calendar may contain less days than the contracted 190 days. The duty year is designated by the approved district calendar, which represents the scheduled contact days with students, planned professional development, and other non-student contact days. The calendar is approved annually by the Board of Education upon the recommendation of the Superintendent.

A calendar committee meeting may be requested through the Superintendent.

**ARTICLE 20a. Duty Day**

Arrival time and departure times for certified employees are as follows for each building:

	<u>Arrival Time</u>	<u>Departure Time</u>
Ulysses High School	7:45 a.m.	3:45 p.m.
Kepley Middle School	7:45 a.m.	3:45 p.m.
Hickok Elementary School	8:00 a.m.	4:00 p.m.
Sullivan Elementary School	8:00 a.m.	4:00 p.m.

With the exception of free time provided when not having regularly scheduled lunch supervision duties, all USD 214 faculty members are to utilize professional duty time in service at their respective buildings. In the event of an emergency, a professional staff member may obtain leave from the building through the principal. Personal business for monetary gain shall not be conducted during school time.

**ARTICLE 20b. Preparation Period**

Each professional employee shall be provided preparation time of no less than forty-five minutes per day, except when periods are shortened to accommodate assemblies, programs, or other school activities. Extenuating circumstances will be worked out between the individual teacher and administrator.

**ARTICLE 21: One-Half Record-Keeping Day**

One-half day at the end of the first nine-week period, one-half day for the second nine-week period (first day back from winter break), and one-half day at the end of the third nine-week period will be scheduled for staff record-keeping with no students in attendance. These half days will be scheduled sometime from the last day of the nine-week period to the day before the day of Parent Conferences at the discretion of the Board of Education.

In the event that school is canceled or not in session on either one or both of these days, this provision of the Negotiated Agreement will be considered not in effect.

**ARTICLE 22. Duty-Free Lunch**

The Board will provide a duty-free lunch for teachers at Hickok, Sullivan, Kepley, and Ulysses High School. Teachers who are asked and volunteer to supervise lunch will be compensated \$10 per lunch period and a free meal. The principal retains the authority to temporarily establish a rotation (up to 5 days at a time) if an emergency arises necessitating the use of licensed staff to supervise lunch in a particular building. Teachers will agree to continue noon-hour supervision; e.g. playground, hallway, etc.

The exception is as follows:

- A. A rotation of teachers on lunch duty would be in effect for the first two weeks of school. Teachers at Hickok and Sullivan Elementary are asked to supervise their students during lunch by their building administrator and will be compensated with a school lunch in lieu of the payment.

**ARTICLE 23a. Reduction in Force**

If and when the USD 214 Board of Education decides that a reduction in force is necessary, the following process shall be followed.

- 1. The Board shall make the decision to reduce certified staff for the following school year prior to the third Friday in May.
- 2. The areas to be reduced and the degree of reduction shall be defined by the Board.
- 3. Voluntary resignations and retirements shall be considered first.
- 4. If there is insufficient reduction as a result of voluntary attrition, then certified staff members shall be reduced by the following criteria:

The following areas will equal 40% of the total points when determining a reduction:

- 1. Experience
- 2. Education level
- 3. Professional Development
- 4. Endorsements

a. Experience

- i. Experience in USD 214 up to 20 years
  - i. One point per year of certified teaching experience in USD 214
- ii. Other experience
  - i. One-half (1/2) point per year of certified experience outside USD 214 and/or experience in USD 214 beyond year twenty (20)

b. Educational level

- i. Column 1 = 2 points
- ii. Column 2 = 4 points
- iii. Column 3 = 6 points
- iv. Column 4 = 8 points
- v. Column 5 = 10 points
- vi. Column 6 = 12 points
- vii. Column 7 = 14 points
- viii. Column 8 = 16 points
- ix. Column 9 = 18 points
- x. Column 10 = 20 points



- c. Professional Development
  - i. One point for each 60 points of Inservice approved in last three-year period
  - ii. Credit only given for Application and/or Impact points
  
- d. Endorsements
  - i. One point for each endorsement on current teaching license.

The following area will equal 60% of the total points when determining a reduction:

- a. Performance
  - ii. Performance (60%)
    - a. The following area will equal 60% of the total points when determining a reduction. This will be based on the most recent formal evaluation/s (4 sections)
      - i. Distinguished = 15 points
      - ii. Proficient = 10 points
      - iii. Developing = 5 point

**Total points from:**

- Experience
- Educational level
- Professional Development
- Endorsements
- Total Points x .4 =
- Performance
- Total Points X .6 =
- Total of both categories =

(In the event of a tie score, the tiebreaker will be the highest Performance score.)

Any certified staff member who has been reduced shall retain the right to recall to the first available position(s) for which the person is qualified prior to the employment of outside candidates. Recall rights shall terminate 365 days after the date of notification. Recall shall be by registered letter to the certified staff member's last known mailing address. The certified staff member shall respond to such notice in writing within fifteen (15) days of posting, or forfeit the offer. It shall be the staff member's responsibility to notify the District's Office of his/her current mailing address. A certified staff member, upon recall, will be given credit on the salary schedule for all previously credited years of service.

### **ARTICLE 23b: Professional Employee Rights of Discipline**

#### General Provisions

1. The association recognizes the right of the Board to discipline its employees for good cause.
2. A professional employee may be placed on paid administrative leave pending investigation of severe matters that, in the administration's judgment, require immediate action.
3. The superintendent may suspend the professional employee with pay until such time as the board has removed the matter and determined to continue the suspension with pay, remove the suspension and return the professional employee to duty, or give notice of the Board's intent to terminate or non-renew the professional employee's contract.
4. Professional employees and the Board are entitled to bring a representative of their choice to any discipline meeting.
5. Information concerning any disciplinary actions is privileged information. The professional employee may divulge such information to consult with or obtain representation from the Association.
6. Anonymous information shall not be the basis for any discipline or evaluation unless it has been substantiated and reasonable proof exists.
7. Any complaints regarding a professional employee reflecting concern about his/her performance in or out of the classroom made by any parent/guardian, student, or other person that is deemed serious enough to be reduced to writing and either placed in the professional employee's file and/or used in an evaluation, reprimand, or any other action, shall be called to the professional employee's attention and the professional employee shall receive a copy of the said complaint.
8. BOE and the association agree that informal disciplinary actions are the first steps taken in progressive discipline; and are to be taken by administrators in situations of a minor nature involving a violation of a rule, regulation, or safety practice.
9. BOE and the association agree formal disciplinary action is needed for serious issues or when informal discipline has not corrected unacceptable patterns of behavior. Disciplinary actions, such as plans of improvement, written reprimands, or suspension, may be used. After formal discipline is placed in writing, a conference will be conducted, a written record of the meeting will be signed by both parties, copies of all written/signed materials will be placed in the employees file and a copy given to the employee.
10. If a letter of reprimand is included, the professional employee shall have ten (10) business days from the receipt of the administrator's formal letter of reprimand to file a written response.

### **ARTICLE 23c: Non-Renewal of Professional Employee**

1. Written notification of non-renewal must be delivered to certified personnel by the third Friday in May.
2. The provision of this section shall apply only to teachers who have completed four (4) consecutive years of employment as a teacher in the district and have started their fifth (5th) year in the district.
  - a. When a teacher is given written notice of a Board's intention to not renew the teacher's contract, the teacher may request a meeting with the Board by filing a request with the clerk of the board within 10 business days from the date of receipt of the written statement of nonrenewal of a contract. When submitting a request to meet with the Board, the teacher must indicate if they intend to have legal counsel present at the scheduled board meeting.
  - b. The Board shall hold such a meeting at the next scheduled board meeting after the filing of the teacher's request. The meeting provided for under this section shall be held in executive session. The teacher shall be afforded an opportunity to respond to the non-renewal notice with the Board. Both parties shall have the right to have counsel present. Within ten (10) business days after the meeting, the Board may reconsider its reason

or reasons for nonrenewal and shall make a final decision as to the matter.

3. In the event the employee wishes to resign from their position with the district effective at the end of the contract year, written notice of such resignation must be submitted to the Board on or before the 14th calendar day following the third Friday in May.
4. In the event negotiations are not successfully concluded and the Board issues unilateral contracts pursuant to the provisions of relevant state law, the employee shall, within fifteen (15) days from the date the Board issues the unilateral contract either:
  - a. Resign their position
  - b. Reject the unilateral contract offered by the Board, in which case the employee will continue in the employment of the district under the terms and conditions of the previous year's contract.
  - c. Sign and return the Board's unilateral contract, which shall indicate acceptance of the same.
5. Current Kansas state law will dictate the dates and deadlines listed in Article 23c.

**\*\*\*ARTICLES 23b AND 23c WILL SUNSET AT THE END OF THE 2023-20224 SCHOOL YEAR\*\*\***

#### **ARTICLE 24. Exclusive Rights and Recognition for GCTA**

Whereas, the Grant County Teachers' Association has applied to the Board of Education of USD 214 for recognition as the exclusive representative of a negotiating unit consisting of all classroom teachers and other professional employees, excepting administrative employees, pursuant to the provisions of Chapter 284, 1970 Laws of Kansas:

Now, therefore, be it RESOLVED that the term "professional employees, excepting administrative employees" is interpreted by this Board to include:

- (1) Certified teachers employed in a position of classroom instruction; and
- (2) Curriculum directors and department heads who also are employed in a position requiring part-time classroom instruction; and
- (3) Guidance counselors.

Be it further RESOLVED that said term is interpreted to exclude:

- (1) All employees holding positions requiring an administrator's certificate to hold the position; and
- (2) Supervisory personnel, curriculum directors, and department heads occupying positions not requiring part-time classroom instruction; and
- (3) Substitute teachers; and
- (4) All other non-certificated personnel.

Whereas, the Board of Education of Unified School District 214, Grant County, Kansas, has been presented with an application for recognition as the exclusive representative of certain certified teachers and professional employees by the Grant County Teachers' Association of said Unified School District, pursuant to L. 1970, Ch. 284; and

Whereas, said application and the evidence attached thereto are hereby found to comply with the requirements of Section 4 of L. 1970, Ch. 284; and

Whereas, said Board of Education does not have a good faith doubt as to the accuracy or validity of the said application or the evidence attached thereto; now therefore

Be it RESOLVED by the Board of Education of Unified School District 214, Grant County, Kansas:

Section 1. That pursuant to L. 1970, Ch. 284, Grant County Teachers' Association of Unified School District 214, Grant County, Kansas, is hereby recognized as the exclusive representative of the certified teachers and professional employees of a said school district described in said application for recognition.

## **ARTICLE 25. Teacher Appraisal Procedures**

### **A. Philosophy and Purpose**

1. Evaluation of personnel is a vital process in the improvement of instruction. The evaluation program is designed to facilitate individual performance and foster self-development so that all professional staff members shall perform effectively the services for which they have been hired in a competent manner.
2. The primary purpose of the evaluation program is to establish a system for accurately appraising individual performance, assist each staff member toward self-improvement, and promote growth in personal effectiveness so that there is a maximum contribution by all staff members toward the attainment of the educational goals of the school district.

### **B. General Evaluation Procedures**

1. Evaluation procedure for all professional teaching staff members shall include self-evaluation and goal-setting, classroom observations by the building administrator or their administrative representative, and such other evaluative procedures as the Superintendent/Assistant Superintendent of schools may deem appropriate. Administrators in the central office will be involved in the evaluation process frequently.
2. All classroom observations may be conducted on an unannounced basis.
3. All observations of the work performance of a teacher will be conducted openly, with the full, but not necessarily prior, knowledge of the teacher being observed. The use of eavesdropping, public address or audio system, hearsay evidence, or similar surveillance devices is strictly prohibited.
4. The evaluator may have access to and may review previous reports before conducting the current observation.
5. A written report shall be created from the observation. This report shall be presented to the teacher within three days of the date of the observation in a conference between the evaluator and the teacher. The final document shall be submitted after conferencing with the teacher. The teacher shall have up to two weeks from the date of the conference to respond in writing. Responding statements shall be attached to the original report and made a part thereof. Both parties should sign all documentation and be provided signed copies.
6. A separate evaluation instrument shall be completed for each teacher evaluated. The specific instrument shall be determined by BOE approval.
7. Evaluators shall complete an evaluation instrument for each teacher under his/her supervision each year.
8. A teacher's signature upon the observation report and the evaluation instrument is requested, but does not necessarily constitute agreement with those documents.
9. The building principal shall submit all evaluations conducted within the building, for which administratively responsible, to the Superintendent of USD 214 who will review such evaluation, and cause it to be placed in the personnel file of the employee. One file shall be kept by the building principal. All evaluation reports and responses thereto shall be maintained in the personnel files for each employee for a period of not less than five (5) years from the date each evaluation is made.
10. Except by order of a court of competent jurisdiction, evaluation documents and responses thereto shall be available only to the evaluated employees, the Board and its attorney, the administrative staff making

the same, the State Board of Education as provided in KSA 72-7515, the Board and the administrative staff of any school to which such employee applies for employment and other persons specified by the employee in writing to the Board.

C. Evaluation Process and Time Lines

1. Building Administrators shall provide staff with evaluation instrument and instructions at the beginning of each school year. Notification to teachers who will be evaluated should occur in a timely fashion.
2. New Teachers to the District shall be evaluated at least one time per semester for the first two consecutive years of employment. This evaluation will consist of formal classroom observation as defined by the building administrator. Walk-through evaluations may also be conducted throughout the school year by all district administrators.
3. During the first two years of consecutive employment, evaluations are to be completed no later than the 60<sup>th</sup> school day of the semester.
4. During the third and fourth years of consecutive employment, teachers should be evaluated once per school year.
5. Observations should be conducted over a significant portion of an instructional period.
6. All other teachers not covered by 1 through 4 shall be evaluated no less than once every three years.
7. Evaluations shall be conducted no later than February 15<sup>th</sup> for teachers on the once-per-year schedule.
8. All other provisions in B apply to evaluations.

D. Teachers shall be notified in writing of the intended termination of employment no later than the 3<sup>rd</sup> Friday in May.

E. The Superintendent shall report to the Board any information or evaluation which may provide the basis for suspension or dismissal during the term of an employee's contract.

F. Informal Evaluation:

These policies do not preclude informal conferences or observations between teachers and colleagues or supervisors which may be placed in the teacher's personnel file. Teachers may request to have these documents added to their files. All documents added by the building administrator will be discussed with the teacher prior to their placement. All documents added must be signed by the administrator and teacher.

G. A teacher may elect to have the informal classroom walkthroughs (ULWs) conducted by all administrators of the district included in their evaluation. The walkthroughs can be utilized in lieu of the classroom observation or they can be used to supplement the information obtained through the classroom observation. A teacher who elects to have the classroom walkthroughs included in their formal evaluation should notify their building administrator at the beginning of the school year. At their discretion, a building administrator shall also have the right to require full classroom observation as part of the evaluation process.

**ARTICLE 26. Liquidated Damages**

Any certified staff member who submits a late resignation will be subject to the following liquidated damages:

June 15<sup>th</sup>

5% of their current salary

July 1 <sup>st</sup>	8% of their current salary
July 15 <sup>th</sup>	10% of their current salary
August 1 <sup>st</sup>	15% of their current salary

The penalties for late resignations may be waived if it is determined that the cause for the late resignation is due to catastrophic reasons. (i.e., transfer of spouse (employment), illness of immediate family member, death of immediate family member)

**ARTICLE 27. Health and Wellness**

Certified staff members and immediate family members will be able to use the swimming facility at no cost.

Certified staff members will be able to utilize any pre-approved fitness facility. Participants must use the facility at least 12 times a month to be reimbursed. Reimbursements will be made quarterly upon completion of the necessary paperwork. There is a \$45 per person monthly cap. There is a \$5,000 yearly cap on this benefit. Specific details concerning the procedure for the usage of the above facilities by certified staff will be set by the district administration and a representative of GCTA.

**ARTICLE 28. Incentive for Receiving Master’s Degree**

Teachers who apply to a graduate program and complete their Master’s degree will be eligible for a \$1000 stipend (*payable in the following contract year*) subject to approval from the Superintendent and/or their Designee. Approval must be sought from the Superintendent before the teacher is admitted to graduate school. When a resignation is received, no *payments will be made*.

**ARTICLE 29: Professional Dress**

Appropriate professional dress demonstrates a high regard for education and the teaching profession and will present an image consistent with the job responsibilities and community values and expectations. Appropriate professional dress reflects a shared vision of the district’s staff as motivated professionals working toward a common mission. In addition, it strengthens the community’s perception toward the district, public schools, and the teaching profession.

The Board of Education encourages appropriate dress that adheres to commonly accepted business casual standards of grooming and dress for all district employees. Clothing should meet the minimum standard of business casual (examples below – does NOT constitute a complete list):

1. Men – slacks and/or colored jeans; collared shirt; sweaters; sports coats
2. Women – slacks and/or colored jeans; modest blouse/top; skirts, dresses; dress shorts/capris, suits
3. Shoes – dress shoes; dress sandals; athletic shoes
4. Prohibited Items: Blue Jeans; Holes in Pants/Jeans; Athletic/Jogging Suits; Leggings as a Stand Alone wardrobe item; Flip Flops; T-shirts; Sweatshirts

A teacher who is uncertain about whether a clothing item qualifies as a business casual should ask their building principal. An employee may request an exception due to health considerations from their supervisor.

Professional appearance of staff members includes dress, accessories, body adornments, and grooming. Clothing, shoes, and accessories are clean, in good repair, and promote a working and learning environment that is free from unnecessary disruption.

Professional dress is appropriate during the workday and anytime employees attend work-related activities. Attire should be appropriate for the educational activity to be engaged in that day and should be appropriate for the role of the teacher or staff member in each activity (ex: PE teachers wearing athletic apparel). Clothing should convey a professional image by being coordinated, modest and appropriate for a classroom or educational setting.

Teachers may wear blue jeans only on the following occasions (athletic shoes and a school shirt may also be worn on these occasions):

Workdays

In-service days for USD 214 employees only

Travel time to and from events outside the District

Special days designated by the building principal

Every Friday, with the exception of days designated for parent/teacher conferences and with the exception of other special occasions approved by the Superintendent.

The Board and the Association must agree to any additions to this list.

Discipline issues regarding professional dress will be handled by school principals after consultation with the Superintendent or his/her designee as follows:

1. One verbal warning
2. Conference with the teacher, documented on a Conference Report (Form 57)
3. Written reprimand
4. Documentation in the teacher's evaluation

**ATTACHMENT A: Salary Schedule**

**TEACHER SALARY SCHEDULE FOR 2023-2024 SCHOOL YEAR  
USD 214, ULYSSES, KANSAS**

Step/Years Exp	BS	BS + 8	BS + 16	BS + 24	BS + 40	MS	MS + 8	MS +16	MS + 24	MS + 32	BONUS
Step 1 / 00 Years	46000	46800	47600	48400	49400	50300	51200	52100	53050	54025	
Step 2 / 01 Years	46900	47700	48500	49300	50300	51200	52100	53000	53950	54925	
Step 3 / 2 Years	47800	48600	49400	50200	51200	52100	53000	53900	54850	55825	
Step 4 / 3 Years	48700	49500	50300	51100	52100	53000	53900	54800	55750	56725	
Step 5 / 4 Years	49600	50400	51200	52000	53000	53900	54800	55700	56650	57625	
Step 6 / 5 Years	50500	51300	52100	52900	53900	54800	55700	56600	57550	58525	
Step 7 / 6 Years	51400	52200	53000	53800	54800	55700	56600	57500	58450	59425	
Step 8 / 7 Years	52300	53100	53900	54700	55700	56600	57500	58400	59350	60325	
Step 9 / 8 Years	53200	54000	54800	55600	56600	57500	58400	59300	60250	61225	
Step 10 / 9 Years	54100	54900	55700	56500	57500	58400	59300	60200	61150	62125	
Step 11 / 10 Years	55000	55800	56600	57400	58400	59300	60200	61100	62050	63025	
Step 12 / 11 Years		56700	57500	58300	59300	60200	61100	62000	62950	63925	
Step 13 / 12 Years			58400	59200	60200	61100	62000	62900	63850	64825	
Step 14 / 13 Years				60100	61100	62000	62900	63800	64750	65725	
Step 15 / 14 Years					62000	62900	63800	64700	65650	66625	
Step 16 / 15 Years					62900	63800	64700	65600	66550	67525	
Step 17 / 16 Years					63800	64700	65600	66500	67450	68425	
Step 18 / 17 Years							66500	67400	68350	69325	
Step 19 / 18 Years								68300	69250	70225	
Step 20 / 19 Years									70150	71125	
Step 21 / 20 Years										72025	
Step 22 / 21 Years										72925	
Step 23 / 22 Years										73825	74825
Step 24 / 23 Years											75725
Step 25 / 24 Years											76625
Step 26 / 25 Years											77525
Step 27 / 26 Years											78425
Step 28 / 27 Years											79325
Step 29 / 28 Years											80225
Step 30 / 29 Years											81125
Step 31 / 30 Years											82025
Step 32 / 31 Years											82925
Step 33 / 32 Years											83825



**ATTACHMENT B: Supplemental Salary Schedule and Position**

**UNIFIED SCHOOL DISTRICT 214  
ACTIVITY SALARY SCHEDULE 2023-2024**

**Exp Yrs = Total Years Coaching Per Sport**

**Exp % = 1/2 % X Coaching Years**

<b>Activity</b>	<b>2023-2024 Salary Base</b>	<b>2023-2024 % of Base</b>	<b>2023-2024 Base \$</b>	<b>Exp Yrs</b>	<b>Exp %</b>	<b>2023-2024 Exp \$</b>	<b>2023-2024 Base &amp; Exp \$</b>
BASEBALL ASST	46000	5%	2300				
BASEBALL ASST	46000	5%	2300				
BASEBALL HEAD	46000	9%	4140				
BBB 7TH ASST	46000	4%	1840				
BBB 7TH HEAD	46000	6%	2760				
BBB 8TH ASST	46000	4%	1840				
BBB 8TH HEAD	46000	6%	2760				
BBB 9	46000	7%	3220				
BBB VARSITY ASST	46000	7%	3220				
BBB VARSITY HEAD	46000	13%	5980				
CHEER-JV/9BB	46000	3%	1380				
CHEER-JV/9FB	46000	3%	1380				
DANCE TEAM - FALL	46000	3%	1380				
DANCE TEAM – WINTER	46000	3%	1380				
CHEER-VBB	46000	5%	2300				
CHEER-VFB	46000	5%	2300				
CHEER-VWR	46000	5%	2300				
CROSS COUNTRY ASST	46000	5%	2300				
CROSS COUNTRY ASST	46000	5%	2300				
CROSS COUNTRY HEAD	46000	9%	4140				
FB 7TH ASST	46000	4%	1840				
FB 7TH HEAD	46000	6%	2760				
FB 8TH ASST	46000	4%	1840				
FB 8TH HEAD	46000	6%	2760				
FB VARSITY ASST	46000	7%	3220				
FB VARSITY ASST	46000	7%	3220				
FB VARSITY ASST	46000	7%	3220				
FB VARSITY ASST	46000	7%	3220				

FB VARSITY ASST	46000	7%	3220				
FB VARSITY HEAD	46000	13%	5980				
GBB 7TH ASST	46000	4%	1840				
GBB 7TH HEAD	46000	6%	2760				
GBB 8TH ASST	46000	4%	1840				
GBB 8TH HEAD	46000	6%	2760				
GBB 9	46000	7%	3220				
GBB VARSITY ASST	46000	7%	3220				
GBB VARSITY HEAD	46000	13%	5980				
GOLF GIRLS ASST	46000	3%	1380				
GOLF GIRLS HEAD	46000	6%	2760				
GIRLS TENNIS HEAD	46000	6%	2760				
GOLF BOYS ASST	46000	3%	1380				
GOLF BOYS HEAD	46000	6%	2760				
SOFTBALL ASST	46000	5%	2300				
SOFTBALL ASST	46000	5%	2300				
SOFTBALL HEAD	46000	9%	4140				
TENNIS BOYS HEAD	46000	6%	2760				
TRACK ASST	46000	5%	2300				
TRACK ASST	46000	5%	2300				
TRACK ASST	46000	5%	2300				
TRACK ASST	46000	5%	2300				
TRACK ASST	46000	5%	2300				
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TRACK ASST	46000	5%	2300				
TRACK ASST	46000	5%	2300				
TRACK ASST	46000	5%	2300				
TRACK ASST	46000	5%	2300				
TRACK ASST	46000	5%	2300				
TRACK HEAD MS	46000	7%	3220				
TRACK HEAD VARSITY	46000	11%	5060				
VB 7TH ASST	46000	4%	1840				
VB 7TH HEAD	46000	6%	2760				
VB 8TH ASST	46000	4%	1840				
VB 8TH HEAD	46000	6%	2760				
VB 9	46000	5%	2300				
VB VARSITY ASST	46000	5%	2300				
VB VARSITY HEAD	46000	9%	4140				
WR 7-8 ASST	46000	6%	2760				
WR 7-8 HEAD	46000	6%	2760				

WR VARSITY ASST	46000	7%	3220				
WR VARSITY ASST	46000	7%	3220				
WR VARSITY ASST (G)	46000	7%	3220				
WR VARSITY HEAD	46000	13%	5980				
DEBATE ASST	46000	5%	2300				
DEBATE HEAD	46000	7%	3220				
DR ED COORDINATOR	46000	5%	2300				
FCCLA	46000	7%	3220				
FBLA	46000	4%	1840				
FFA	46000	7%	3220				
FORENSICS	46000	5%	2300				
HOUSE (W-5)	46000	7%	3220				
INSTR MUSIC ASST	46000	5%	2300				
INSTR MUSIC ASST	46000	5%	2300				
INSTR MUSIC HEAD	46000	7%	3220				
LIGHTS/SOUND/TECH	46000	4%	1840				
MUSICAL ASST	46000	5%	2300				
MUSICAL ASST	46000	5%	2300				
MUSICAL ASST	46000	5%	2300				
MUSICAL HEAD	46000	6%	2760				
PIT BAND	46000	5%	2300				
INDUSTRIAL ARTS CLUB	46000	4%	1840				
SCHOLAR BOWL (UHS - head)	46000	5%	2300				
SCHOLAR BOWL (UHS – asst)	46000	3%	1380				
SCHOLAR BOWL (KMS – head)	46000	5%	2300				
SCHOLAR BOWL (KMS – asst)	46000	3%	1380				
ENTREPRENEUR CLASS	46000	7%	3220				
STUCO KMS	46000	3%	1380				
STUCO KMS	46000	3%	1380				
CONCESSIONS	46000	7%	3220				
OM UHS	46000	5%	2300				
OM KMS	46000	5%	2300				
OM ELEMENTARY	46000	5%	2300				
STUCO UHS	46000	6%	2760				
UHS YEARBOOK	46000	7%	3220				
VOCAL MUSIC HEAD	46000	7%	3220				
VOCAL MUSIC ASST	46000	5%	2300				
VOCAL MUSIC ASST (SC)	46000	5%	2300				

WEIGHTS SUM ASST (G)	46000	4%	1840				
WEIGHTS SUM ASST (B)	46000	4%	1840				
WEIGHTS SUM (GIRLS)	46000	6%	2760				
WEIGHTS SUM (BOYS)	46000	6%	2760				
POWERLIFTING	46000	5%	2300				
AFTER SCHOOL WEIGHTS	46000	6%	2760				
WEIGHTS SUM (KMS – G)	46000	5%	2300				
WEIGHTS SUM (KMS – B)	46000	5%	2300				

Position or Other Duty	Base	Maximum
JR PROM SPONSOR	800.00	800.00
JR PROM SPONSOR	800.00	800.00
NHS UHS	500.00	500.00
PDC UHS	200.00	200.00
PDC UHS	200.00	200.00
PDC KMS	200.00	200.00
PDC SULLIVAN	200.00	200.00
PDC HICKOK	200.00	200.00
SPELLING BEE COORDINATOR	300.00	300.00
YEARBOOK KMS	300.00	300.00
YEARBOOK SULLIVAN	300.00	300.00
YEARBOOK HICKOK	300.00	300.00
Counselor - Secondary	Base Pay per Daily Rate	
Counselor - Elementary	Base Pay per Daily Rate	
Librarian - Summer	(30 hours @ \$35 per hour)	
Vo-Ag High School - Summer	Base Pay per Daily Rate	
Title I Teacher	Base Pay per Daily Rate	
Instructional Coach	Base Pay per Daily Rate	
**The administration shall set the number of contract days**		

Counselors, FFA, Title 1, and Instructional coaches will be paid Base Pay Daily Rate. (Base Pay / 190). Number of days for each position will be set by the administration team and put in their supplemental contract.

A new coach to the district shall be awarded coaching experience at the discretion of the superintendent. Experience will be awarded, sport to sport (1:1) except for:

- MS Asst to MS Head (2:1)
- MS Head to HS Head (2:1)
- HS Asst. to HS Head (2:1)

A coach moving from a middle school assistant position to a high school head position will be placed on the supplemental salary schedule and awarded years of experience at the discretion of the superintendent. The maximum total years of experience for head coaching positions will be 15 years and the maximum years of assistant coaching experience will be 10 years.

**ATTACHMENT C: Employment Contract**

**UNIFIED SCHOOL DISTRICT 214  
TEACHER CONTRACT**

**THIS CONTRACT**, made and entered into this \_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **the Board of Education of USD No. 214, Grant County, Ulysses, Kansas**, hereinafter called the “Board”, and \_\_\_\_\_ hereinafter called the “Teacher”.

The parties hereto agree that the Teacher shall be employed by the Board as a certified teacher of said Unified School District No. 214, Grant County, Ulysses, Kansas, for the school year \_\_\_\_\_, which shall include 190 duty days of teaching and other assignments as designated by the Board at the salary of \$\_\_\_\_\_ for the said year (**Step: \_**, **Column: \_**), payable in twelve (12) equal installments, on or before the last day of each month, commencing September \_\_, subject to the following terms and conditions:

**1. Responsibilities of Teacher.**

A. Duties Performed.

The duties to be performed by the Teacher hereunder shall be as determined by the Board, or their designee, and the Board reserves the right to assign, transfer or reassign the Teacher to any school, and to any teacher duties for which the teacher is qualified during the normal school day and during the school year. Teacher preference will be considered. Teachers whose teaching assignment includes duties to be performed beyond the school day and/or school year (i.e., instrumental music, vocal music, speech, library, guidance, agriculture) shall be compensated for those duties under a supplemental contract.

B. Kansas Instructors Certificate.

This contract is contingent upon the Teacher being and remaining certified during the term of employment specified above with respect to the position for which the Teacher is employed as provided by law; in the event, the Teacher shall be unable to furnish the Board and maintain an applicable Kansas Instructors Certificate in full force and effect during the term of employment specified above, this contract shall be null and void, terminated and canceled.

C. Certificate of Health.

As a condition to entering or continuing employment, the Teacher is required to submit a Certificate of Health signed by a licensed physician as provided by K.S.A. 72-5213.

**2. Criminal History Records Check.**

Teacher’s employment hereunder shall be subject to a criminal history records check as required by state law. Notwithstanding any other provisions to the contrary, if the results of the criminal history records check to reveal the Teacher has been convicted of any offense, or of any attempt to commit an offense, specified in K.S.A. 1999 Supp. 72-1397, and amendments thereto, this contract shall be subject to termination by the employing Board of Education, without further proceedings and without reference to any other law or contractual arrangement.

**3. Board Policies.**

The Teacher and the Board shall be subject to the policies, orders, rules, and regulations of the Board currently in existence and hereafter made. Board policies which are negotiated shall be so designated.

**4. Purchases and Contracts.**

The Teacher shall not make any purchases for his/her department, incur any obligations, or enter into any contracts for which the Board shall be responsible, without first having received approval either from the Board of Education, Principal, or Superintendent of Schools.

**5. Early Termination of Contract.**

In the event the employment of the Teacher shall be terminated for any reason (including resignation) prior to the expiration of the term of this contract, then in that event:

A. Salary – the salary paid as above specified shall be prorated, taking into consideration the number of days of actual service. After payment of the said sum, USD 214’s obligation to make further monthly payments on the salary (and all other terms including accumulation of personal and sick days) described in the Teacher Employment Agreement shall terminate.

B. Liquidated Damages – the Teacher shall pay USD 214 as liquidated damages, pursuant to the Teacher Employment Agreement (Article 26, “Late Resignation”) 15% of the total annual salary under the Teacher Contract, including benefits.

C. Health Insurance – USD 214’s obligation to provide health insurance for the Teacher shall terminate as of the date of termination with the teacher remaining eligible for COBRA benefits.

D. Within 7 days of termination or resignation, the Teacher shall return all of USD 214’s property to the school district premises and shall remove his/her personal property from the school district premises.

**6. Cash Basis Law.**

This contract is subject to the terms and conditions of the Kansas Cash Basis Law and the Kansas Budget Act, and amendments thereof or supplements thereto respectively, and to all other applicable United States and Kansas Laws.

**7. Miscellaneous.**

A. The above represents the agreements of the parties hereto.

B. Time is of the essence of this Contract and this contract should be signed by the Teacher and placed on file with the Superintendent of Schools on or before the **day of \_\_\_\_\_**, .

IN WITNESS WHEREOF, the parties hereto set their hands on the day and year first written above.

USD 214

By:

President, Board of Education

ATTEST:

Clerk, Board of Education

**ATTACHMENT D: Application for Credit Hour Reimbursement**

**Ulysses USD 214  
Application for Credit Hour Reimbursement**

The USD 214 Board of Education has agreed to reimburse teachers' actual tuition costs for up to 8 credit hours @ a maximum of \$375 credit hour earned to a maximum of \$3000 per year, for hours taken September 1 - August 31 of the current year. This reimbursement is intended to offset the cost of tuition and fees only.

Only hours listed on the official transcript of a four-year college or university and in the teacher's field or a related field will be counted on Salary Schedule Placement. Courses outside the teacher's field(s) will be counted only with prior approval of the Superintendent.

College or University from which hours are granted \_\_\_\_\_  
Semester credit was granted \_\_\_\_\_

NAME OR COURSE	NUMBER	GRAD/UNDERGRAD	HOURS
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Amount of Reimbursement Requested: \_\_\_\_\_

REIMBURSEMENTS MUST BE FOR THE TEACHER'S OUT-OF-POCKET EXPENSE TO INCLUDE TUITION AND FEES. COSTS PAID BY ANOTHER ENTITY (MATH/SCIENCE FUNDS, SOUTHWEST PLAINS REGIONAL SERVICE CENTER, HPEC, KS STATE DEPT. OF ED., ETC.) SHALL NOT BE REIMBURSABLE. COURSES MUST BE COMPLETED AND REIMBURSED IN A SEPTEMBER TO SEPTEMBER PERIOD. NO CARRY OVER.

Signed by Teacher \_\_\_\_\_ Date \_\_\_\_\_

A proof of payment (canceled check or copy of credit card statement, evidence of loan applied directly to the college in the teacher's name, or receipt from the college showing that the teacher had paid for the classes) and a grade card or transcript are required for verification.

Approved for reimbursement \_\_\_\_\_  
USD 214 \_\_\_\_\_  
Date \_\_\_\_\_

**GRIEVANCE REPORT - CERTIFIED PERSONNEL**

Grievant shall follow procedures set forth in the Teacher's Employment Agreement.

**Grievance #**

**Ulysses Unified School District 214**

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Building \_\_\_\_\_ Assignment \_\_\_\_\_ Date Filed \_\_\_\_\_

Name of Grievant \_\_\_\_\_ SS# \_\_\_\_\_

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LEVEL 1

(Informal and/or formal conference with principal or supervisor)

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Relief sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Disposition by principal or supervisor \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date



(Appeal to Superintendent)

A. Date received by Superintendent or designee \_\_\_\_\_

B. Disposition by Superintendent or designee \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Date of the conference with Superintendent and/or designee \_\_\_\_\_

LEVEL 3

(Meeting with Board of Education)

A. Date of the written request to Clerk of the Board of Education \_\_\_\_\_

B. Date of the Board of Education meeting \_\_\_\_\_

C. Decision rendered by Board \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Position of grievant \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT F:**

**USD 214 – Ulysses  
Bonus Movement Application**

Applicant's Name: **(Teacher Name)**

I wish to apply for movement to, or continue the movement, on Bonus Column 11 and am submitting the following criteria:

Teacher signature/date

1. Completion of 40 graduate hours beyond the Master's Degree. \_\_\_\_\_(superintendent)
2. Minimum of seven years of teaching experience in USD 214. \_\_\_\_\_(superintendent)
3. The individual teacher received a developing, or better, rating in all criteria on their last evaluation and his/her principal's recommendation. \_\_\_\_\_ (principal)
4. Parent/Student survey results were shared with the Principal on \_\_\_\_\_. (principal)
5. Teacher observation was conducted on \_\_\_\_\_. Observation was discussed on \_\_\_\_\_. (principal)

Recommendation

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Superintendent signature/date

This agreement will become effective provided it is ratified by a majority of the members of the Board and the professional employees in the negotiation unit. This agreement may be modified only through voluntary mutual consent of the parties in the written and signed amendments to this agreement. The Board and the Grant County Teachers Association agree to the commitment contained herein and give them full force and effect.

Grant County Teachers Association	Board of Education, USD #214
President: <i>Susan McConnell</i>	Clay Scott: <i>Clay Scott</i>
Negotiator: <i>Ann Honey</i>	Ron Smith: <i>Ron Smith</i>
	Mike Meyer: <i>Mike Meyer</i>
	Jamie Kratzer: <i>[Signature]</i>
	Diana Nunez: <i>Diana Nunez</i>
	Nichole Winner: <i>Nichole Winner</i>
	Daron Cowan: <i>[Signature]</i>
September 1, 2023	September 1, 2023